

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (hereinafter "AGREEMENT") is made by and between the following entities:

1. Housing Authority of the County of Los Angeles (hereinafter "HACOLA");
2. City of Lancaster (hereinafter "Lancaster"); and,
3. City of Palmdale (hereinafter "Palmdale").

This AGREEMENT is intended to bind the HACOLA, Lancaster, Palmdale and their agents, employees, representatives, directors, officers, shareholders, attorneys, public agencies, City councils, board of directors, board of commissioners, affiliated, parent and subsidiary companies (hereinafter collectively "PARTIES") as follows:

I. UNDERLYING ACTIONS

This AGREEMENT pertains and applies to certain issues, investigations, findings and lawsuits as follows:

- A. An Investigation and Findings by the United States Department of Justice (hereinafter "DOJ") of HACOLA and the Cities of Lancaster and Palmdale for alleged violations of the Fair Housing Act, 42 U.S.C. 3601, et. seq.;
- B. A Settlement Agreement reached following that Investigation and Findings, between the DOJ, HACOLA, LANCASTER AND PALMDALE (hereinafter "DOJ SETTLEMENT");
- C. Entry of the DOJ SETTLEMENT under Federal Rules of Civil Procedure Rule 41 (a)(2) or its equivalent by the United States District Court, Central District of California (hereinafter "DOJ JUDGMENT");
- D. City of Palmdale v. Housing Authority of the County of Los Angeles, Superior Court of California, County of Los Angeles, Case No. BC 496605;
- E. City of Lancaster v. Housing Authority of the County of Los Angeles, Superior Court of California, County of Orange, Case No. 30-2012-00615196-CU-BC-CJC
- F. The Memorandum of Understanding by and between The Housing Authority of the County of Los Angeles and the City of Lancaster for Housing Program Investigative Services dated November 4, 2004 and all amendments thereto;
- G. The Memorandum of Understanding by and between The Housing Authority of the County of Los Angeles and the City of Palmdale for Housing Program Investigative Services dated March 14, 2005 and all amendments thereto; and,

All of which shall hereinafter be referred to as "UNDERLYING ACTIONS."

II. SCOPE OF RELEASE

The PARTIES and their past, present and future assigns, agents, brokers, attorneys, insurers, representatives, or any other related person or entity acting by, through or in concert with the PARTIES, do hereby fully release and forever discharge each other from any and all claims, causes of action demands, damages, expenses, fees, costs, attorneys' fees, penalties, obligations, losses, liabilities and indemnities, of whatever kind and nature, arising out of or in any way related to the claims made in the UNDERLYING ACTIONS.

III. DISMISSALS:

Within five days of the Effective Date of this Agreement, the PARTIES shall file and serve dismissals with prejudice of their actions in the Lancaster Lawsuit and the Palmdale Lawsuit.

IV. EFFECTIVE DATE OF THIS AGREEMENT:

The PARTIES agree that the Effective Date of this Agreement shall mean the date of the last signature placed on this Agreement.

V. RELEASES:

The PARTIES hereby release each other and their respective agents, employees, representatives, directors, officers, shareholders, attorneys, public agencies, board of directors, board of supervisors, City councils, affiliated, parent and subsidiary companies from any and all claims, actions or causes of action, of whatever kind or nature, known or unknown, suspected or unsuspected, contractual or extra-contractual, arising out of or related to the UNDERLYING ACTIONS, the compliance check program in Lancaster and Palmdale, and the Memoranda of Understanding .

VI. WAIVER OF CIVIL CODE SECTION 1542:

The Parties have been advised by counsel of their own selection about this AGREEMENT, knowingly and intentionally waive the provisions of Civil Code Section 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO THE CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

VII. NO ADMISSION OF LIABILITY:

The negotiations for, decision to settle and entry into this AGREEMENT has not been, is not now and shall never be construed an admission of liability, whether contractual or extra-contractual, or to the nature, extent or recovery of any damages or equitable relief by and between the PARTIES.

VIII. WARRANTY OF AUTHORITY:

Each signatory to this AGREEMENT represents and warrants that he/she/it has been duly authorized to execute this AGREEMENT and that each of the other PARTIES have relied, to their detriment, on the same.

IX. BINDING EFFECT:

This Agreement shall be binding upon and inure to the benefit of the PARTIES and their assigns, agents, brokers, attorneys, representatives, affiliates, successors, predecessors, divisions, employees, or any other related person or entity, known or unknown, acting by, through or in concert with them.

X. ACKNOWLEDGMENT OF CONSIDERATION:

The PARTIES acknowledge that the covenants contained in this Agreement provide good and sufficient consideration for every promise, duty, release, obligation, and right contained in this Agreement.

XI. SEVERABILITY:

If any portion or portions of this Agreement may be held by a court of competent jurisdiction to conflict with any federal, state, or local law and, as a result, such portion or portions are declared to be invalid and of no force and effect in such jurisdiction, all remaining provisions of this Agreement shall otherwise remain in full force and effect and be construed as if such invalid portion or portions has not been included herein.

XII. GOVERNING LAW AND VENUE:

This Agreement shall be governed, construed and enforced in accordance with laws of the State of California, without regard to conflict of law rules.

XIII. ASSIGNMENT:

None of the Parties hereto shall assign this Agreement without first obtaining the written consent of all the other Parties hereto; provided, however, that this sentence shall not

prohibit any assignment by a party hereto by the merger, consolidation, operation of law or to a party who succeeds to all or substantially all of such party's assets and liabilities. Subject to the foregoing, this Agreement shall extend to and be binding upon the heirs, successors and assigns of the Parties hereto.

XIV. NO MODIFICATION:

This Agreement may not be amended or modified except by a written instrument signed by the duly authorized representatives of all of the Parties.

XV. REPRESENTATION & WARRANTIES:

The persons executing this Agreement represent and warrant that they are duly authorized to do so and that this Agreement constitutes a valid and binding obligation. The Person executing this Agreement on behalf of the Releasors also expressly warrants that he/she has sole standing to release the claims described herein and that no claims have been assigned or transferred to any other individuals or entities.

XVI. ATTORNEY'S FEES AND COSTS:

Each of the PARTIES agrees to bear their own costs of suit and attorney's fees with respect to the UNDERLYING ACTIONS and this AGREEMENT.

XVII. DUTY TO COOPERATE WITH BOARD APPROVAL:

In the event further information is needed to present this AGREEMENT for approval by the PARTIES' respective governing bodies, the PARTIES agree to cooperate, in good faith, for the exchange and presentation of the same.

XVIII. INTEGRATION:

No promises or agreements prior to or contemporaneous with this AGREEMENT shall survive the execution of this AGREEMENT.

XIX. NO THIRD PARTY BENEFICIARIES:

The PARTIES to this AGREEMENT do not intend to create and do not confer or provide any benefit, express or implied, to any third party who claims to be a third party beneficiary to this AGREEMENT.

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XX. COUNTERPART SIGNATURES:

This AGREEMENT may be executed in e-mail or facsimile counterpart with a fully executed copy having the same force and effect as an original.

WHEREFORE, THE PARTIES HAVE EXECUTED THIS AGREEMENT
HEREINBELOW:

For the HOUSING AUTHORITY OF THE COUNTY OF LOS ANGELES:

Dated: _____

MARY C. WICKHAM
Interim County Counsel
County of Los Angeles

EMILIO SALAS
Deputy Executive Director
Housing Authority of the County of Los
Angeles


For the CITY OF LANCASTER, CALIFORNIA:

Dated: 7-17-15



MARK V. BOZIGHIAN
City Manager

ATTEST:



LINDA BRODERIUS
Deputy City Clerk

APPROVED AS TO FORM:



ALLISON E. BURNS
City Attorney

For the CITY OF PALMDALE, CALIFORNIA:

Dated: _____

ATTEST:

CITY OF PALMDALE:

REBECCA J. SMITH
City Clerk

KEN PULSKAMP
Interim City Manager

APPROVED AS TO FORM:

WM. MATTHEW DITZHAZY
City Attorney

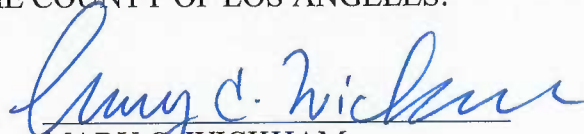
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WHEREFORE, THE PARTIES HAVE EXECUTED THIS AGREEMENT
HEREINBELOW:

For the HOUSING AUTHORITY OF THE COUNTY OF LOS ANGELES:

Dated: 7/17/2015


MARY C. WICKHAM
Interim County Counsel
County of Los Angeles

EMILIO SALAS
Deputy Executive Director
Housing Authority of the County of Los
Angeles

For the CITY OF LANCASTER, CALIFORNIA:

Dated: _____

MARK V. BOZIGIAN
City Manager

ATTEST:

LINDA BRODERIUS
Deputy City Clerk

APPROVED AS TO FORM:

ALLISON E. BURNS
City Attorney

XX. COUNTERPART SIGNATURES:

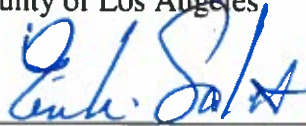
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EMILIO SALAS
Deputy Executive Director
Housing Authority of the County of Los
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For the CITY OF LANCASTER, CALIFORNIA:

Dated: _____

MARK V. BOZIGIAN
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Deputy City Clerk

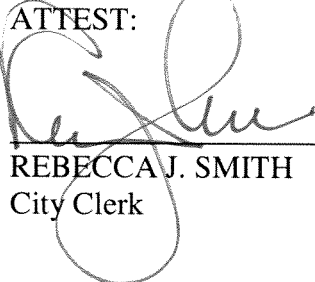
APPROVED AS TO FORM:

ALLISON E. BURNS
City Attorney

For the CITY OF PALMDALE, CALIFORNIA:

Dated: July 20, 2018


ATTEST:


REBECCA J. SMITH
City Clerk

CITY OF PALMDALE:


KEN PULSKAMP
Interim City Manager

APPROVED AS TO FORM:


WM. MATTHEW DITZHAZY
For City Attorney